



Albert P. Childress
City Manager

March 23, 2021

August Santore
Co-Owner
383 Carlton RD
Millington, NJ 07946

Ref: Contract Renewal – 4th of July Fireworks Display

Dear Mr. Santore:

The City of Doral is exercising its option to renew your agreement for the provision of offering 4th of July Fireworks Display for a period of one year through June 25, 2022. This contract renewal will be under the same terms and conditions as the original contract.

The city wishes to thank you for your continued services. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

Sincerely,

Albert P. Childress
City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Garden State Fireworks, LLC, hereby execute this notice as of the date below.

August Santore, Co-Owner

3/30/21
Date



Memorandum

Date: March 23, 2021

To: Erin Weislow, Parks & Recreation Director

From: Diana Maldonado, Special Events Coordinator

Subject: Contract Renewal – Garden State Fireworks for 4th of July Fireworks Display

Garden State Fireworks, LLC provides the 4th of July Fireworks Display for our Independence Day Celebration.

Garden State Fireworks has provided excellent fireworks displays and services to our Independence Day Celebration event. Our experience working with them shows a continued improvement on the already state-of-the-art fireworks display they offer as well as exceptional customer service. The partnership is beneficial for all parties involved, specially for the Doral community that enjoys the firework display.

It is my recommendation that the City renew its contract with Garden State Fireworks, LLC for the first of two (2), one (1) year renewals of the existing agreement (attached), with the new agreement ending June 25, 2022.

Attachments:

Professional Service Agreement
Resolution No. 18-78

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL AND
GARDEN STATE FIREWORKS, LLC.
FOR
4th OF JULY FIREWORKS**

THIS AGREEMENT is made between **GARDEN STATE FIREWORKS, LLC.**, an active, for-profit New Jersey Corporation, validly engaging business in the state of Florida (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, On March 9, 2018, Request for Proposals #2018-07, “Fourth of July Fireworks Display” was advertised for the provision of providing the City’s 4th of July Fireworks Display; and

WHEREAS, Three (3) proposal submittals were received on April 2, 2018 with all three proposals meeting the required criteria set forth in the RFP; and

WHEREAS, the City Council awarded Request for Proposals #2018-07 “Fourth of July Fireworks Display” to Garden State Fireworks Inc., through Resolution No. 18-xxx; and

WHEREAS, the City and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services; and

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. Scope of Services/Deliverables.

1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference.

1.2 The “Scope of Services” includes a Service Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years from the date of execution of Agreement, unless earlier terminated in accordance with

Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for two (2) additional one (1) year periods. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.

2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

X A lump sum amount not to exceed \$45,000.00 per fiscal year regardless of the number of hours or length of time necessary for the Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment(s) for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider for any reason. Cause shall not be defined as a failure on the part of Provider to: follow the reasonable Project directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Project, whichever is less; and/or abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the

date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses,

suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. Notices/Authorized Representatives.

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
 City Attorney
 Weiss Serota Helfman
 Pastoriza Cole & Boniske, P.L.
 2525 Ponce De Leon Boulevard, 7th Floor
 Coral Gables, FL 33134

For The Provider: Nunzio Santore
 President
 Garden State Fireworks, Inc.
 435 Carlton Road
 Millington, NJ 07946

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

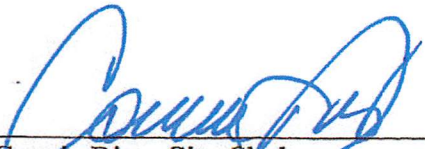
28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

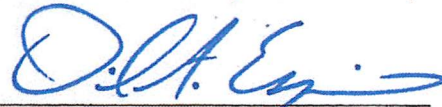


Connie Diaz, City Clerk

CITY OF DORAL


By: _____
Edward Rojas, City Manager
Date: 6.25.18

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Weiss Serota, Helfman, Cole, & Bierman, PL
City Attorney

GARDEN STATE FIREWORKS, INC.

By: August N Santore
Its: Vice President
Date: June 13, 2018

Exhibit "A"

Scope of Services

SCOPE OF SERVICES

1. The fireworks display shall be twenty to twenty- five (20-25) minutes and offer a minimum of 6,800 rounds.
2. Providing weather permits, fireworks shall be furnished for display on July 4, 2018 and on Independence Day each year thereafter for the length of this contract. Provider agrees that should inclement weather prevent a fireworks display on the above date, the display will occur on the next feasible (good weather) day, agreed upon by both parties. In the event the fireworks have been prepared anticipating good weather and inclement weather prevents igniting, then such exhibition of fireworks must be implemented on the next feasible (good weather) day in the best possible manner without any deduction in the number of shells and without additional cost to the City of Doral.
3. The Provider shall provide a detailed proposal for the annual firework display six (6) months prior to the event date listing the description and quantities of shells as well as the length of the display. The City of Doral Parks and Recreation Department shall review and approve the proposal.
4. The Provider shall furnish an appropriate number of qualified operating personnel, to include one supervisor and three assistants as a minimum; mortars and all support facilities.

The supervisor shall be available for pre-show logistics and safety meetings with representatives of the Miami-Dade Fire Department, City of Doral Police and Parks & Recreation Department staff no less than 45 days prior to the date of the show.

A representative of the company, that can bind and make decisions for the company, shall be present prior to and during the display. Radio and cellular phone contact shall be maintained between the shooters and the City. Radio will be furnished by the Parks & Recreation Department, Provider to supply cellular phone.

5. Provider must store own fireworks, as approved by Miami-Dade County Fire Department. Provider must secure all federal, state, and local level permits.
6. Provider shall contact the Federal Aviation Administration (FAA) 6 hours prior to the event to ensure safety of airplane path during firework display and meet any other FAA requirements/approvals. Details of display and any other pertinent information must be provided to the FAA 4-5 months in advance for approval.

Provider shall also contact neighboring Miami International Airport 20 minutes prior to display.

- 7. Fines (if any) assessed by any oversight agency (ex. Miami-Dade Fire, FAA...etc.) will be the responsibility of the Provider to pay. The City will not be responsible for paying any fines incurred by the Provider and will not approve any invoice for the scope of work requested in this solicitation that includes fees for fines assessed to the Provider.**
- 6. The Provider will remain onsite and be responsible for securing all display materials and equipment throughout the duration of the display set up, including but not limited to overnight supervision.**
- 7. Provider must be prepared for inspection(s) each year on July 3rd at a time agreed upon between Provider, City of Doral Parks and Recreation Department staff and Fire Chief or Designee. On event day, Provider agrees to have fireworks display completely set up no later than 4:00 p.m. Setup may begin three days prior to event date.**
- 8. Provider shall be responsible for all cleanup and removal immediately after the fireworks display of all debris including but not limited to unexploded fireworks, frames, sets, mortars and lumber. The Provider shall also inspect the display area at sunrise following morning to ensure all debris has been collected. Provider will be responsible for the proper disposal of all debris collected.**
- 9. The display site shall be at Doral Central Park, 3000 NW 87th Avenue Doral, Florida. The display shall take place on, July 4, 2018. Future displays will take place on the 4th of July at a time designated by the Parks & Recreation Department.**
- 10. There is no electrical set up on site. Provider shall be responsible for the electricity required for the show. The program should be electronically fired. The entire show must be pre-loaded, with a mortar for every shell.**
- 11. Provider must work with the City to coordinate the musical soundtrack for the firework display. Music chosen must not contain any offensive language or profanity and must be approved by the City of Doral at least 2 months prior to the event. The City reserves the right to make changes to the music selected.**

12. The Provider will be responsible for coordinating with the City's sound company to ensure the correct syncopated timing for the musical soundtrack used during the firework display.
13. The Provider shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

Performance Schedule

Announcements beginning at:

- 9:00 p.m. Event Opening Ceremonies*
- 9:20 p.m. City of Doral Display + Fireworks Display Opening (coordinated to music) *
- Body
 - Grand Finale

*The City of Doral reserved the right to make any necessary changes to the performance schedule.

Performance Evaluation

Throughout the contract period, and on or before Independence Day display(s), the Provider(s) performance will be heavily monitored and closely scrutinized by City staff. The Provider will be evaluated by the City Manager or his/her designee. If the Provider(s) performance fails to meet the standards specified within the RFP and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Provider's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the City Manager.

Contract Alterations

The City reserves the right to delete, add or revise items and services under this RFP at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items added or revised must be mutually agreed upon in writing by Provider and the City Manager his/her designee.

Assignment

Provider shall not subcontract any of the work as a whole or in part thereof without the written consent of the City, nor shall the Provider assign any monies due or to become due to him hereunder, without the previous written consent of the City Manager.

Compliance with Occupational Health & Safety

Provider certifies that all materials, equipment, etc., for this work meets all O.S.H.A. requirements. Provider further certifies, that the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Provider.

The Provider shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the provider shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The Provider shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Provider's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the Provider is within the City limits to ensure safety rules are not being violated.

F.O.B. Point

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the Provider.

Debris

The Provider shall be responsible for the prompt removal of all debris which results from this service.

Protection of Property

The Provider shall at all times guard against damage or loss to the property of the City of Doral or that of other Providers or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Doral may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Provider or his/her agents.

Safety Regulations

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

RESOLUTION No. 18-78

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2018-07 "FOURTH OF JULY FIREWORKS DISPLAY" TO THE TOP RANKED PROVIDER; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GARDEN STATE FIREWORKS, INC. FOR THE PROVISION OF THE CITY'S FOURTH OF JULY FIREWORKS DISPLAY FOR A PERIOD OF THREE (3) YEARS, WITH TWO (2) ONE (1) YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS IN AN AMOUNT NOT TO EXCEED \$45,000.00 PER FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 9, 2018, Request for Proposals #2018-07, "Fourth of July Fireworks Display" (the "RFP") was advertised for the provision of providing the City's 4th of July Fireworks Display; and

WHEREAS, three (3) proposal submittals were received on April 2, 2018 with all three proposals meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on April 27, 2018 where all submitted proposals were scored and ranked. During this evaluation meeting it was determined that based on their qualifications and relevant experience, pricing for services offered, understanding and responsiveness to scope of services, and affiliation references based on a three hundred (300) point system; the firms ranked as follows:

- | | | |
|----|------------------------------|------------|
| 1. | Garden State Fireworks, Inc. | 272 Points |
| 2. | Zambelli Fireworks | 229 Points |
| 3. | Light FX Pros, LLC. | 217 Points |

WHEREAS, Staff recommends the approval to award Request for Proposals #2018-07 "Fourth of July Fireworks Display" to the top ranked provider and authorize the City Manager to negotiate and enter into an agreement with Garden State Fireworks, Inc.

for the provision of providing the City's 4th of July Fireworks Display for a period of three (3) years with two (2) one (1) year renewals for a total of five (5) years in an amount not to exceed \$45,000.00 per fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Services. The award of Request for Proposals #2018-07 to Garden State Fireworks, Inc. for the provision of providing the City's 4th of July Fireworks Display is hereby approved.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Garden State Fireworks, Inc. for the provision of providing the City's 4th of July Fireworks Display for a period of three (3) years with two (2) one (1) year renewals for a total of five (5) years. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. This Authorization does not create or confer any rights to Garden State Fireworks, Inc. or any of the other ranked proposers.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its

adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 9 day of May, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY